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ROMA GROUP LIMITED

羅馬集團有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 8072)

DISCLOSEABLE TRANSACTION – PROVISION OF FINANCIAL ASSISTANCE AND ADVANCE TO ENTITY

PROVISION OF FINANCIAL ASSISTANCE

The Board announces that, on 30 August 2016, the Lender entered into the Loan Agreement with the Borrower, pursuant to which the Lender agreed to grant to the Borrower, an Independent Third Party, the Loan Facility of HK\$62,000,000, bearing interest at a rate of 12% per annum for a period of 12 months from the date of the Loan Agreement. The Loan Facility is secured by the Share Charge charging over the Charged Shares.

GEM LISTING RULES IMPLICATIONS

As all the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the aggregate amount of financial assistance granted to the Borrower exceed 5% but are less than 25%, the grant of the Loan Facility constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is therefore subject to notification and announcement requirements pursuant to Chapter 19 of the GEM Listing Rules.

As the aggregate amount of the financial assistance granted to the Borrower exceeds 8% under the assets ratio as defined under Rule 17.15 of the GEM Listing Rules, the grant of the Loan Facility is also subject to the general disclosure obligations under Rule 17.17 of the GEM Listing Rules.

** For identification purpose only*

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The principal terms of the Loan Agreement are summarised as follows:

THE LOAN AGREEMENT

Date	:	30 August 2016
Lender	:	M Success Finance Limited
Borrower	:	Brilliant One Holdings Limited
		To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the Borrower and its ultimate beneficial owner is an Independent Third Party
Security	:	A first fixed legal charge over the Charged Shares
Loan Facility amount	:	HK\$62,000,000
Term	:	Twelve months from the date of the Loan Agreement
Interest	:	12% per annum, interest shall be computed on daily basis, payable semi-annually
Repayment	:	Upon expiration of the term, the Borrower must fully repay to the Lender the Loan together with all interests as accrued thereof

FUNDING OF THE LOAN FACILITY

The Group plans to finance the Loan Facility with its internal resources.

THE SHARE CHARGE

Simultaneously upon the entering into the Loan Agreement, the Borrower also executed the Share Charge in favour of the Lender to charge the Charged Shares to the Lender as security for the payment obligations and liabilities of the Borrower arising from or under the Loan Agreement and the Security Documents. The Share Charge shall be released upon full settlement of all the payment obligations and liabilities arising from or under the Loan Agreement and the Security Documents.

Pursuant to the Share Charge, during the term of which the Loan is outstanding, the Borrower shall ensure that the Loan to value ratio (the "Loan-to-value Ratio") of the Charged Shares (with referencing to the closing price of the charged equity securities as quoted on the Stock Exchange) shall be not more than 65%. If the Borrower fails to maintain the Loan-to-value Ratio at 65% or below for five consecutive trading days, the

Borrower shall, at the request of the Lender, either pledge additional Charged Shares to the Lender or deposit cash to the Lender as security to restore the Loan-to-value Ratio. Any cash deposited by the Borrower to the Lender as security should be returned in full (without interest) to the Borrower upon full repayment of the Loan by the Borrower.

INFORMATION ON THE DEBTOR GROUP

The Borrower is a company incorporated in the British Virgin Islands and a shareholder of a company incorporated under the laws of the Cayman Islands, the issued shares of which are listed and traded on GEM. As at the date hereof, the Borrower is the beneficial owner of the Charged Shares. The Borrower is ultimately wholly-owned by Mr. Ip.

Mr. Ip, is the sole director and ultimate beneficial owner of the Borrower.

The Borrower first became the Lender's client in July 2015 for a loan facility of HK\$58,000,000, details of which were set out in the Company's announcement dated 8 July 2015. The Lender has extended to grant the Loan Facility as per the Loan Agreement on 30 August 2016. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, each of the Borrower and Mr. Ip is an Independent Third Party and not connected with the Company.

INFORMATION ON THE GROUP AND THE LENDER

The principal activity of the Company is investment holding. The major activities of the Group are currently provision of valuation and advisory services and financing services in Hong Kong. The Lender is an indirect wholly-owned subsidiary of the Company and is licensed to conduct money lending business in Hong Kong through the provision of unsecured and secured loans to customers under the provisions of the Money Lenders Ordinance.

REASONS FOR AND BENEFITS OF THE PROVISION OF THE LOAN

The terms of the Loan Agreement were negotiated on an arm's length basis between the Lender and the Borrower. The Directors consider that the granting of the Loan Facility is a financial assistance provided by the Company within the meaning of the GEM Listing Rules. The Directors are of the view that the terms of the Loan Agreement were entered into on normal commercial terms based on the Group's credit policy. The Group has taken into account the market value of the Charged Shares. Based on the foregoing and a stable revenue and cashflow stream from the interest income being expected, the Directors consider that the terms of the Loan Agreement are fair and reasonable and the entering into of the Loan Agreement is in the interests of the Company and the Shareholders as a whole.

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DEFINITIONS

Unless the context requires otherwise, capitalised terms in this announcement shall have the following meanings:

“Board”	the board of Directors
“Borrower”	Brilliant One Holdings Limited, a company incorporated in the British Virgin Islands and a shareholder of a company incorporated under the laws of the Cayman Islands, the issued shares of which are listed and traded on GEM
“Charged Shares”	310,850,000 shares in a company incorporated under the laws of the Cayman Islands, the issued shares of which are listed and traded on GEM and which are legally and beneficially owned by the Borrower
“Company”	Roma Group Limited, an exempted company incorporated under the laws of the Cayman Islands, the issued Shares of which are listed and traded on GEM
“Directors”	directors of the Company
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM, as amended, supplemented or otherwise modified from time to time
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s), to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are not connected persons of the Company and are third parties independent of the Company and its connected persons in accordance with the GEM Listing Rules

“Lender”	M Success Finance Limited, an indirect wholly-owned subsidiary of the Company, being the lender under the Loan Agreement
“Loan”	the actual amount of loan drawn under the Loan Facility up to the maximum loan amount of HK\$62,000,000
“Loan Agreement”	the loan agreement dated 30 August 2016 entered into between the Lender and the Borrower in respect of the Loan Facility
“Loan Facility”	a loan facility of HK\$62,000,000 granted by the Lender to the Borrower pursuant to the Loan Agreement
“Money Lenders Ordinance”	the Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong) as amended, supplemented or otherwise modified from time to time
“Mr. Ip”	Ip Kwok Kwong, the ultimate beneficial owner of the Borrower
“Security Documents”	The Share Charge and such document as may have been or may hereafter be executed by the Borrower or any other person in favour of the Lender as security for the performance of the Borrower’s obligations hereunder and all documents ancillary to or derived from
“Share(s)”	share(s) of HK\$0.016 each in the capital of the Company
“Share Charge”	the share charge dated 30 August 2016 executed by the Borrower in favour of the Lender pursuant to which the Borrower shall create a first fixed charge over the Charged Shares and including any supplement or amendment made from time to time, such Share Charge shall be in form and substance to the satisfaction of the Lender and the Borrower
“Shareholders”	holders of the issued Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

By order of the Board
Roma Group Limited
Yue Kwai Wa Ken
Executive Director and Company Secretary

Hong Kong, 30 August 2016

As at the date of this announcement, the executive Directors are Mr. Luk, Kee Yan Kelvin and Mr. Yue, Kwai Wa Ken, and the independent non-executive Directors are Mr. Ko, Wai Lun Warren, Mr. Lou, Ming and Mr. Wong, Tat Keung.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the “Latest Listed Company Information” page of the website of the Stock Exchange at www.hkexnews.hk for at least seven days from the day of its posting. This announcement will also be published on the website of the Company at www.romagroup.com.